

Senate File 2168

H-8147

1 Amend Senate File 2168, as amended, passed, and  
2 reprinted by the Senate, as follows:  
3 1. By striking everything after the enacting clause  
4 and inserting:  
5 <Section 1. Section 144A.7, subsection 1, paragraph  
6 a, Code 2014, is amended to read as follows:  
7 a. The attorney in fact designated to make  
8 treatment decisions for the patient should such person  
9 be diagnosed as suffering from a terminal condition, if  
10 the designation is in writing and complies with chapter  
11 144B ~~or section 633B.1.~~  
12 Sec. 2. Section 231E.3, subsection 15, Code 2014,  
13 is amended to read as follows:  
14 15. "Power of attorney" means a durable power of  
15 attorney for health care as defined in section 144B.1  
16 or a power of attorney ~~that becomes effective upon the~~  
17 ~~disability of the principal as described in section~~  
18 ~~633B.1 executed pursuant to chapter 633B.~~  
19 Sec. 3. NEW SECTION. 633B.101 Title.  
20 This chapter shall be known and may be cited as the  
21 "*Iowa Uniform Power of Attorney Act*".  
22 Sec. 4. NEW SECTION. 633B.102 Definitions.  
23 1. "Agent" means a person granted authority to act  
24 for a principal under a power of attorney, whether  
25 denominated an agent, attorney in fact, or otherwise.  
26 The term includes an original agent, coagent, successor  
27 agent, and a person to which an agent's authority is  
28 delegated.  
29 2. "Conservator" or "conservatorship" means a  
30 conservator appointed or conservatorship established  
31 pursuant to sections 633.570 and 633.572 or a similar  
32 provision of the laws of another state.  
33 3. "Durable", with respect to a power of attorney,  
34 means not terminated by the principal's incapacity.  
35 4. "Electronic" means relating to technology having  
36 electrical, digital, magnetic, wireless, optical,  
37 electromagnetic, or similar capabilities.  
38 5. "Good faith" means honesty in fact.  
39 6. "Guardian" or "guardianship" means a guardian  
40 appointed or a guardianship established pursuant to  
41 sections 633.556 and 633.560 or a similar provision of  
42 the laws of another state.  
43 7. "Incapacity" means the inability of an  
44 individual to manage property or business affairs  
45 because the individual is any of the following:  
46 a. An individual whose decision-making capacity  
47 is so impaired that the individual is unable to  
48 make, communicate, or carry out important decisions  
49 concerning the individual's financial affairs.  
50 b. Detained or incarcerated in a penal system.

1 c. Outside the United States and unable to return.

2 8. "Person" means an individual, corporation,  
3 business trust, estate, trust, partnership, limited  
4 liability company, association, joint venture, public  
5 corporation, government or governmental subdivision,  
6 agency, or instrumentality, or any other legal or  
7 commercial entity.

8 9. "Power of attorney" means a writing that grants  
9 authority to an agent to act in the place of the  
10 principal, whether or not the term "power of attorney"  
11 is used.

12 10. "Presently exercisable general power of  
13 appointment", with respect to property or a property  
14 interest subject to a power of appointment, means  
15 power exercisable at the time in question to vest  
16 absolute ownership in the principal individually, the  
17 principal's estate, the principal's creditors, or the  
18 creditors of the principal's estate. The term includes  
19 a power of appointment not exercisable until the  
20 occurrence of a specified event, the satisfaction of an  
21 ascertainable standard, or the passage of a specified  
22 period of time only after the occurrence of the  
23 specified event, the satisfaction of the ascertainable  
24 standard, or the passage of the specified period of  
25 time. The term does not include a power exercisable in  
26 a fiduciary capacity or only by will.

27 11. "Principal" means an individual who grants  
28 authority to an agent in a power of attorney.

29 12. "Property" means anything that may be the  
30 subject of ownership, whether real or personal, or  
31 legal or equitable, or any interest or right therein.

32 13. "Record" means information that is inscribed on  
33 a tangible medium or that is stored in an electronic or  
34 other medium and is retrievable in perceivable form.

35 14. "Sign" means, with present intent to  
36 authenticate or adopt a record, to do any of the  
37 following:

38 a. Execute or adopt a tangible symbol.

39 b. Attach to or logically associate with the record  
40 an electronic sound, symbol, or process.

41 15. "State" means a state of the United States, the  
42 District of Columbia, Puerto Rico, the United States  
43 Virgin Islands, or any territory or insular possession  
44 subject to the jurisdiction of the United States.

45 16. "Stocks and bonds" means stocks, bonds, mutual  
46 funds, and all other types of securities and financial  
47 instruments, whether held directly, indirectly, or in  
48 any other manner. The term does not include commodity  
49 futures contracts and call or put options on stocks or  
50 stock indexes.

1       Sec. 5. NEW SECTION.   **633B.103   Applicability.**

2       This chapter applies to all powers of attorney  
3 except for the following:

4       1. A power to the extent it is coupled with an  
5 interest of the agent in the subject of the power,  
6 including but not limited to a power given to or for  
7 the benefit of a creditor in connection with a credit  
8 transaction.

9       2. A power to make health care decisions.

10      3. A proxy or other delegation to exercise voting  
11 rights or management rights with respect to an entity.

12      4. A power created on a form prescribed by a  
13 government or governmental subdivision, agency, or  
14 instrumentality for a governmental purpose.

15      Sec. 6. NEW SECTION.   **633B.104   Durability of power**  
16 **of attorney.**

17      A power of attorney created under this chapter  
18 is durable unless the power of attorney expressly  
19 provides that it is terminated by the incapacity of the  
20 principal.

21      Sec. 7. NEW SECTION.   **633B.105   Execution.**

22      A power of attorney must be signed by the principal  
23 or in the principal's conscious presence by another  
24 individual, other than any prospective agent, directed  
25 by the principal to sign the principal's name on  
26 the power of attorney. A power of attorney must be  
27 acknowledged before a notary public or other individual  
28 authorized by law to take acknowledgments. An agent  
29 named in the power of attorney shall not notarize the  
30 principal's signature. An acknowledged signature on a  
31 power of attorney is presumed to be genuine.

32      Sec. 8. NEW SECTION.   **633B.106   Validity.**

33      1. A power of attorney executed in this state on or  
34 after July 1, 2014, is valid if the execution of the  
35 power of attorney complies with section 633B.105.

36      2. A power of attorney executed in this state  
37 before July 1, 2014, is valid if the execution of the  
38 power of attorney complied with the law of this state  
39 as it existed at the time of execution.

40      3. A power of attorney executed other than in this  
41 state is valid in this state if, when the power of  
42 attorney was executed, the execution complied with any  
43 of the following:

44      a. The law of the jurisdiction that determines the  
45 meaning and effect of the power of attorney pursuant  
46 to section 633B.107.

47      b. The requirements for a military power of  
48 attorney pursuant to 10 U.S.C. §1044b, as amended.

49      4. Except as otherwise provided by law, a photocopy  
50 or electronically transmitted copy of an original power

1 of attorney has the same effect as the original.

2 Sec. 9. NEW SECTION. 633B.107 **Meaning and effect.**

3 The meaning and effect of a power of attorney is  
4 determined by the law of the jurisdiction indicated  
5 in the power of attorney and, in the absence of  
6 an indication of jurisdiction, by the law of the  
7 jurisdiction in which the power of attorney was  
8 executed.

9 Sec. 10. NEW SECTION. 633B.108 **Nomination  
10 of conservator or guardian — relation of agent to  
11 court-appointed fiduciary.**

12 1. Under a power of attorney, a principal may  
13 nominate a conservator of the principal's estate or  
14 guardian of the principal's person for consideration  
15 by the court if proceedings for the principal's  
16 estate or person are begun after the principal  
17 executes the power of attorney. Except for good cause  
18 shown or disqualification, the court shall make its  
19 appointment in accordance with the principal's most  
20 recent nomination. This section does not prohibit an  
21 individual from executing a petition for the voluntary  
22 appointment of a guardian or conservator on a standby  
23 basis pursuant to sections 633.560 and 633.591.

24 2. If, after a principal executes a power of  
25 attorney, a court appoints a conservator of the  
26 principal's estate or other fiduciary charged with  
27 the management of some or all of the principal's  
28 property, the power of attorney is suspended unless  
29 the power of attorney provides otherwise or unless the  
30 court appointing the conservator decides the power of  
31 attorney should continue. If the power of attorney  
32 continues, the agent is accountable to the fiduciary as  
33 well as to the principal. The power of attorney shall  
34 be reinstated upon termination of the conservatorship  
35 as a result of the principal regaining capacity.

36 Sec. 11. NEW SECTION. 633B.109 **When power of  
37 attorney effective.**

38 1. A power of attorney is effective when executed  
39 unless the principal provides in the power of attorney  
40 that it becomes effective at a future date or upon the  
41 occurrence of a future event or contingency.

42 2. If a power of attorney becomes effective upon  
43 the occurrence of a future event or contingency, the  
44 principal, in the power of attorney, may authorize one  
45 or more persons to determine in a writing or other  
46 record that the event or contingency has occurred.

47 3. If a power of attorney becomes effective upon  
48 the principal's incapacity and the principal has not  
49 authorized a person to determine whether the principal  
50 is incapacitated or the person authorized is unable

1 or unwilling to make the determination, the power of  
2 attorney becomes effective upon a determination in a  
3 writing or other record by the occurrence of any of the  
4 following:

5     *a.* A licensed physician or licensed psychologist  
6 determines that the principal is incapacitated.

7     *b.* A judge, or an appropriate governmental official  
8 determines that the principal is incapacitated.

9     4. A person authorized by the principal in the  
10 power of attorney to determine that the principal is  
11 incapacitated may act as the principal's personal  
12 representative pursuant to the federal Health Insurance  
13 Portability and Accountability Act of 1996, Pub. L. No.  
14 104-191, including amendments thereto and regulations  
15 promulgated thereunder, to obtain access to the  
16 principal's health care information and to communicate  
17 with the principal's health care provider.

18     Sec. 12. NEW SECTION. 633B.110 Termination —  
19 power of attorney or agent authority.

20     1. A power of attorney terminates when any of the  
21 following occur:

22     *a.* The principal dies.

23     *b.* The principal becomes incapacitated, if the  
24 power of attorney is not durable.

25     *c.* The principal revokes the power of attorney.

26     *d.* The power of attorney provides that it  
27 terminates.

28     *e.* The purpose of the power of attorney is  
29 accomplished.

30     *f.* The principal revokes the agent's authority  
31 or the agent dies, becomes incapacitated, or resigns,  
32 and the power of attorney does not provide for another  
33 agent to act under the power of attorney.

34     2. An agent's authority terminates when any of the  
35 following occur:

36     *a.* The principal revokes the authority.

37     *b.* The agent dies, becomes incapacitated, or  
38 resigns.

39     *c.* An action is filed for the dissolution or  
40 annulment of the agent's marriage to the principal  
41 or for their legal separation, unless the power of  
42 attorney otherwise provides.

43     *d.* The power of attorney terminates.

44     3. Unless the power of attorney otherwise  
45 provides, an agent's authority is exercisable until  
46 the agent's authority terminates under subsection 2,  
47 notwithstanding a lapse of time since the execution of  
48 the power of attorney.

49     4. Termination of a power of attorney or an agent's  
50 authority under this section is not effective as to the

1 agent or another person that, without actual knowledge  
2 of the termination, acts in good faith under the power  
3 of attorney. An act so performed, unless otherwise  
4 invalid or unenforceable, binds the principal and the  
5 principal's successors in interest.

6 5. Incapacity of the principal of a power of  
7 attorney that is not durable does not revoke or  
8 terminate the power of attorney as to an agent or  
9 other person that, without actual knowledge of the  
10 incapacity, acts in good faith under the power of  
11 attorney. An act so performed, unless otherwise  
12 invalid or unenforceable, binds the principal and the  
13 principal's successors in interest.

14 6. Except as provided in section 633B.103, the  
15 execution of a general or plenary power of attorney  
16 revokes all general or plenary powers of attorney  
17 previously executed in this state by the principal,  
18 but does not revoke a power of attorney limited to a  
19 specific and identifiable action or transaction, which  
20 action or transaction is still capable of performance  
21 but has not yet been fully accomplished by the agent.

22 Sec. 13. NEW SECTION. 633B.111 **Coagents and**  
23 **successor agents.**

24 1. A principal may designate two or more persons  
25 to act as coagents. Unless the power of attorney  
26 otherwise provides, all of the following apply to  
27 actions of coagents:

28 a. A power held by coagents shall be exercised by  
29 majority action.

30 b. If impasse occurs due to the failure to reach  
31 a majority decision, any agent may petition the court  
32 to decide the issue, or a majority of the agents may  
33 consent to an alternative form of dispute resolution.

34 c. If one or more agents resigns or becomes unable  
35 to act, the remaining coagents may act.

36 2. A principal may designate one or more successor  
37 agents to act if an agent resigns, dies, becomes  
38 incapacitated, is not qualified to serve, or declines  
39 to serve. A principal may grant authority to designate  
40 one or more successor agents to an agent or other  
41 person designated by name, office, or function. Unless  
42 the power of attorney otherwise provides, a successor  
43 agent:

44 a. Has the same authority as that granted to the  
45 original agent.

46 b. Shall not act until all predecessor agents have  
47 resigned, died, become incapacitated, are no longer  
48 qualified to serve, or have declined to serve.

49 3. Except as otherwise provided in the power of  
50 attorney and subsection 4, an agent that does not

1 participate in or conceal a breach of fiduciary duty  
2 committed by another agent, including a predecessor  
3 agent, is not liable for the actions of the other  
4 agent.

5 4. An agent with actual knowledge of a breach or  
6 imminent breach of fiduciary duty by another agent  
7 shall notify the principal and, if the principal is  
8 incapacitated, take any action reasonably appropriate  
9 in the circumstances to safeguard the principal's best  
10 interest. An agent that fails to notify the principal  
11 or take action as required by this subsection is liable  
12 for the reasonably foreseeable damages that could have  
13 been avoided if the agent had notified the principal  
14 or taken such action.

15 Sec. 14. NEW SECTION. 633B.112 Reimbursement and  
16 compensation of agent.

17 Unless the power of attorney otherwise provides, an  
18 agent who is an individual is entitled to reimbursement  
19 of expenses reasonably incurred on behalf of the  
20 principal but not to compensation. If a power of  
21 attorney does provide for compensation or if the agent  
22 is a bank or trust company authorized to administer  
23 trusts in Iowa, the compensation must be reasonable  
24 under the circumstances.

25 Sec. 15. NEW SECTION. 633B.113 Agent's acceptance.

26 Except as otherwise provided in the power of  
27 attorney, a person accepts appointment as an agent  
28 under a power of attorney by exercising authority or  
29 performing duties as an agent or by any other assertion  
30 or conduct indicating acceptance.

31 Sec. 16. NEW SECTION. 633B.114 Agent's duties.

32 1. Notwithstanding provisions in the power of  
33 attorney, an agent that has accepted appointment shall  
34 act in conformity with all of the following:

35 a. In accordance with the principal's reasonable  
36 expectations to the extent actually known by the agent  
37 and otherwise in the principal's best interest.

38 b. In good faith.

39 c. Only within the scope of authority granted in  
40 the power of attorney.

41 2. Except as otherwise provided in the power of  
42 attorney, an agent that has accepted appointment shall  
43 do all of the following:

44 a. Act loyally for the principal's benefit.

45 b. Act so as not to create a conflict of interest  
46 that impairs the agent's ability to act impartially in  
47 the principal's best interest.

48 c. Act with the care, competence, and diligence  
49 ordinarily exercised by agents in similar  
50 circumstances.

1 d. Keep a record of all receipts, disbursements,  
2 and transactions made on behalf of the principal.  
3 e. Cooperate with a person that has authority to  
4 make health care decisions for the principal to carry  
5 out the principal's reasonable expectations to the  
6 extent actually known by the agent and, otherwise, act  
7 in the principal's best interest.  
8 f. Attempt to preserve the principal's estate  
9 plan, to the extent actually known by the agent, if  
10 preserving the plan is consistent with the principal's  
11 best interest based upon all relevant factors,  
12 including all of the following:  
13 (1) The value and nature of the principal's  
14 property.  
15 (2) The principal's foreseeable obligations and  
16 need for maintenance.  
17 (3) Minimization of the principal's  
18 taxes, including income, estate, inheritance,  
19 generation-skipping transfer, and gift taxes.  
20 (4) The principal's eligibility for a benefit, a  
21 program, or assistance under a statute or regulation  
22 or contract.  
23 3. An agent that acts in good faith is not liable  
24 to any beneficiary under the principal's estate plan  
25 for failure to preserve the plan.  
26 4. An agent that acts with care, competence, and  
27 diligence for the best interest of the principal is not  
28 liable solely because the agent also benefits from the  
29 act or has an individual or conflicting interest in  
30 relation to the property or affairs of the principal.  
31 5. If an agent is selected by the principal because  
32 of special skills or expertise possessed by the agent  
33 or in reliance on the agent's representation that the  
34 agent has special skills or expertise, the special  
35 skills or expertise shall be considered in determining  
36 whether the agent has acted with care, competence, and  
37 diligence under the circumstances.  
38 6. Absent a breach of duty to the principal, an  
39 agent is not liable if the value of the principal's  
40 property declines.  
41 7. An agent that exercises authority to delegate to  
42 another person the authority granted by the principal  
43 or that engages another person on behalf of the  
44 principal is not liable for an act, error of judgment,  
45 or default of that person if the agent exercises care,  
46 competence, and diligence in selecting and monitoring  
47 the person.  
48 8. Except as otherwise provided in the power  
49 of attorney, an agent is not required to disclose  
50 receipts, disbursements, or transactions conducted on

1 behalf of the principal unless ordered by a court or  
2 requested by the principal, a conservator, another  
3 fiduciary acting for the principal, a governmental  
4 agency having authority to protect the welfare of the  
5 principal, or, upon the death of the principal, by the  
6 personal representative or a successor in interest of  
7 the principal's estate. If an agent receives a request  
8 to disclose such information, the agent shall comply  
9 with the request within thirty days of the request or  
10 provide a writing or other record substantiating why  
11 additional time is necessary. Such additional time  
12 shall not exceed thirty days.

13 **Sec. 17. NEW SECTION. 633B.115 Exoneration of**  
14 **agent.**

15 A provision in a power of attorney relieving an  
16 agent of liability for breach of duty is binding on the  
17 principal and the principal's successors in interest  
18 except to the extent the provision does any of the  
19 following:

20 1. Relieves the agent of liability for a breach  
21 of duty committed in bad faith, with an improper  
22 motive, or with reckless indifference to the purposes  
23 of the power of attorney or the best interest of the  
24 principal.

25 2. Was included in the power of attorney as a  
26 result of an abuse of a confidential or fiduciary  
27 relationship with the principal.

28 **Sec. 18. NEW SECTION. 633B.116 Judicial relief.**

29 1. The following persons may petition a court to  
30 construe a power of attorney or to review an agent's  
31 conduct:

32 a. The principal or the agent.

33 b. A guardian, conservator, or other fiduciary  
34 acting for the principal.

35 c. A person authorized to make health care  
36 decisions for the principal.

37 d. The principal's spouse, parent, or descendant or  
38 an individual who would qualify as a presumptive heir  
39 of the principal.

40 e. A person named as a beneficiary to receive  
41 any property, benefit, or contractual right upon  
42 the principal's death or as a beneficiary of a trust  
43 created by or for the principal that has a financial  
44 interest in the principal's estate.

45 f. A governmental agency having regulatory  
46 authority to protect the welfare of the principal.

47 g. The principal's caregiver, including but not  
48 limited to a caretaker as defined in section 235B.2 or  
49 235E.1, or another person that demonstrates sufficient  
50 interest in the principal's welfare.

1 h. A person asked to accept the power of attorney.

2 i. A person designated by the principal in the  
3 power of attorney.

4 2. Upon motion to dismiss by the principal, the  
5 court shall dismiss a petition filed under this section  
6 unless the court finds that the principal lacks the  
7 capacity to revoke the agent's authority or the power  
8 of attorney.

9 3. The court may award reasonable attorney fees and  
10 costs to the prevailing party in a proceeding under  
11 this section.

12 Sec. 19. NEW SECTION. 633B.117 Agent's liability.

13 An agent that violates this chapter is liable to the  
14 principal or the principal's successors in interest for  
15 the amount required to do both of the following:

16 1. Restore the value of the principal's property to  
17 what it would have been had the violation not occurred.

18 2. Reimburse the principal or the principal's  
19 successors in interest for attorney fees and costs paid  
20 on the agent's behalf.

21 Sec. 20. NEW SECTION. 633B.118 Agent's resignation  
22 — notice.

23 Unless the power of attorney provides for a  
24 different method for an agent's resignation, an agent  
25 may resign by giving notice to the principal and,  
26 if the principal is incapacitated, to any of the  
27 following:

28 1. The conservator or guardian, if a conservator or  
29 guardian has been appointed for the principal, and any  
30 coagent or successor agent.

31 2. If there is no conservator, guardian, or coagent  
32 or successor agent, the agent may give notice to any  
33 of the following:

34 a. The principal's caregiver, including but not  
35 limited to a caretaker as defined in section 235B.2 or  
36 235E.1.

37 b. Any other person reasonably believed by the  
38 agent to have sufficient interest in the principal's  
39 welfare.

40 c. A governmental agency having regulatory  
41 authority to protect the welfare of the principal.

42 Sec. 21. NEW SECTION. 633B.119 Acknowledged power  
43 of attorney — acceptance and reliance.

44 1. For purposes of this section and section  
45 633B.120, "acknowledged" means purportedly verified  
46 before a notary public or other individual authorized  
47 by law to take acknowledgments.

48 2. A person that in good faith accepts an  
49 acknowledged power of attorney without actual knowledge  
50 that the signature is not genuine may rely upon the

1 presumption under section 633B.105 that the signature  
2 is genuine.

3 3. A person that in good faith accepts an  
4 acknowledged power of attorney without actual knowledge  
5 that the power of attorney is void, invalid, or  
6 terminated, that the purported agent's authority  
7 is void, invalid, or terminated, or that the agent  
8 is exceeding or improperly exercising the agent's  
9 authority may rely upon the power of attorney as if the  
10 power of attorney were genuine, valid, and still in  
11 effect, the agent's authority were genuine, valid, and  
12 still in effect, and the agent had not exceeded and had  
13 not improperly exercised the authority.

14 4. A person that is asked to accept an acknowledged  
15 power of attorney may request, and rely upon, all of  
16 the following without further investigation:

17 a. An agent's certification under penalty of  
18 perjury of any factual matter concerning the principal,  
19 agent, or power of attorney in substantially the same  
20 form as set out in section 633B.302.

21 b. An English translation of the power of attorney  
22 if the power of attorney contains, in whole or in part,  
23 language other than English.

24 c. An opinion of agent's counsel as to any matter  
25 of law concerning the power of attorney if the person  
26 making the request provides the reason for the request  
27 in a writing or other record.

28 5. An English translation or an opinion of counsel  
29 requested under this section shall be provided at the  
30 principal's expense unless the request is made more  
31 than ten business days after the power of attorney is  
32 presented for acceptance.

33 6. For purposes of this section and section  
34 633B.120, a person who conducts activities through an  
35 employee is without actual knowledge of a fact relating  
36 to a power of attorney, a principal, or an agent if the  
37 employee conducting the transaction involving the power  
38 of attorney is without actual knowledge of the fact.

39 **Sec. 22. NEW SECTION. 633B.120 Refusal to accept**  
40 **acknowledged power of attorney — liability.**

41 1. Except as otherwise provided in subsection 2,  
42 all of the following shall apply to a person's actions  
43 regarding an acknowledged power of attorney:

44 a. A person shall either accept an acknowledged  
45 power of attorney or request a certification, a  
46 translation, or an opinion of counsel under section  
47 633B.119, subsection 4, no later than seven business  
48 days after presentation of the power of attorney for  
49 acceptance.

50 b. If a person requests a certification, a

1 translation, or an opinion of counsel under section  
2 633B.199, subsection 4, the person shall accept the  
3 power of attorney no later than five business days  
4 after receipt of the certification, translation, or  
5 opinion of counsel.

6 *c.* A person shall not require an additional or  
7 different form of power of attorney for authority  
8 granted in the power of attorney presented unless an  
9 exception in subsection 2 applies.

10 2. A person is not required to accept an  
11 acknowledged power of attorney if any of the following  
12 occur:

13 *a.* The person is not otherwise required to engage  
14 in a transaction with the principal in the same  
15 circumstances.

16 *b.* Engaging in a transaction with the agent or  
17 the principal in the same circumstances would be  
18 inconsistent with federal law.

19 *c.* The person has actual knowledge of the  
20 termination of the agent's authority or of the power of  
21 attorney before exercise of the power.

22 *d.* A request for a certification, a translation,  
23 or an opinion of counsel under section 633B.119,  
24 subsection 4, is refused.

25 *e.* The person in good faith believes that the  
26 power of attorney is not valid or that the agent does  
27 not have the authority to perform the act requested,  
28 or that the power of attorney does not comply with  
29 federal or state law or regulations, whether or not  
30 a certification, a translation, or an opinion of  
31 counsel under section 633B.119, subsection 4, has been  
32 requested or provided.

33 *f.* The person makes, or has actual knowledge that  
34 another person has made, a report to the department  
35 of human services stating a good-faith belief that  
36 the principal may be subject to physical or financial  
37 abuse, neglect, exploitation, or abandonment by the  
38 agent or a person acting for or with the agent.

39 3. A person that refuses to accept an acknowledged  
40 power of attorney in violation of this section is  
41 subject to both of the following:

42 *a.* A court order mandating acceptance of the power  
43 of attorney.

44 *b.* Liability for damages sustained by the principal  
45 for reasonable attorney fees and costs incurred in any  
46 action or proceeding that confirms the validity of  
47 the power of attorney or mandates acceptance of the  
48 power of attorney, provided that any such action must  
49 be brought within one year of the initial request for  
50 acceptance of the power of attorney.

1     Sec. 23. NEW SECTION. 633B.121 Principles of law  
2 and equity.

3     Unless displaced by a provision of this chapter, the  
4 principles of law and equity supplement this chapter.

5     Sec. 24. NEW SECTION. 633B.122 Laws applicable to  
6 financial institutions and entities.

7     This chapter does not supersede any other law  
8 applicable to financial institutions or other entities,  
9 and the other law controls if inconsistent with this  
10 chapter.

11    Sec. 25. NEW SECTION. 633B.123 Remedies under  
12 other law.

13    The remedies under this chapter are not exclusive  
14 and do not abrogate any right or remedy under the law  
15 of this state other than this chapter.

16    Sec. 26. NEW SECTION. 633B.201 Authority —  
17 specific and general.

18    1. An agent under a power of attorney may do  
19 any of the following on behalf of the principal or  
20 with the principal's property only if the power of  
21 attorney expressly grants the agent the authority  
22 and the exercise of the authority is not otherwise  
23 prohibited by another agreement or instrument to which  
24 the authority or property is subject:

25    *a.* Create, amend, revoke, or terminate an inter  
26 vivos trust.

27    *b.* Make a gift.

28    *c.* Create or change rights of survivorship.

29    *d.* Create or change a beneficiary designation.

30    *e.* Delegate authority granted under the power of  
31 attorney.

32    *f.* Waive the principal's right to be a beneficiary  
33 of a joint and survivor annuity, including but not  
34 limited to a survivor benefit under a retirement plan.

35    *g.* Exercise fiduciary powers that the principal has  
36 authority to delegate.

37    *h.* Disclaim property, including but not limited to  
38 a power of appointment.

39    2. Notwithstanding a grant of authority to do an  
40 act described in subsection 1, unless the power of  
41 attorney otherwise provides, an agent that is not an  
42 ancestor, spouse, or descendant of the principal shall  
43 not exercise authority under a power of attorney to  
44 create in the agent, or in an individual to whom the  
45 agent owes a legal obligation of support, an interest  
46 in the principal's property, whether by gift, right of  
47 survivorship, beneficiary designation, disclaimer, or  
48 otherwise.

49    3. Subject to subsections 1, 2, 4, and 5, if a  
50 power of attorney grants an agent authority to do

1 all acts that a principal could do, the agent has  
2 the general authority described in sections 633B.204  
3 through 633B.216.

4 4. Unless the power of attorney otherwise provides,  
5 a grant of authority to make a gift is subject to  
6 section 633B.217.

7 5. Subject to subsections 1, 2, and 4, if the  
8 subjects over which authority is granted in a power of  
9 attorney are similar or overlap, the broadest authority  
10 controls.

11 6. Authority granted in a power of attorney is  
12 exercisable with respect to property that the principal  
13 has when the power of attorney is executed or acquires  
14 later, whether or not the property is located in this  
15 state and whether or not the authority is exercised or  
16 the power of attorney is executed in this state.

17 7. An act performed by an agent pursuant to a  
18 power of attorney has the same effect and inures  
19 to the benefit of and binds the principal and the  
20 principal's successors in interest as if the principal  
21 had performed the act.

22 **Sec. 27. NEW SECTION. 633B.202 Incorporation of**  
23 **authority.**

24 1. An agent has authority described in this chapter  
25 if the power of attorney refers to general authority  
26 with respect to the descriptive term for the subjects  
27 stated in sections 633B.204 through 633B.217 or cites  
28 the section in which the authority is described.

29 2. A reference in a power of attorney to general  
30 authority with respect to the descriptive term for a  
31 subject stated in sections 633B.204 through 633B.217 or  
32 a citation to a section in sections 633B.204 through  
33 633B.217 incorporates the entire section as if it were  
34 set out in full in the power of attorney.

35 3. A principal may modify authority incorporated  
36 by reference.

37 **Sec. 28. NEW SECTION. 633B.203 Construction of**  
38 **authority generally.**

39 Except as otherwise provided in the power of  
40 attorney, by executing a power of attorney that  
41 incorporates by reference a subject described in  
42 sections 633B.204 through 633B.217 or that grants  
43 an agent authority to do all acts that a principal  
44 could do pursuant to section 633B.201, subsection 3, a  
45 principal authorizes the agent, with respect to that  
46 subject, to do all of the following:

47 1. Demand, receive, and obtain by litigation or  
48 otherwise, money or another thing of value to which the  
49 principal is, may become, or claims to be entitled, and  
50 conserve, invest, disburse, or use anything so received

1 or obtained for the purposes intended.

2 2. Contract in any manner with any person, on terms  
3 agreeable to the agent, to accomplish a purpose of a  
4 transaction and perform, rescind, cancel, terminate,  
5 reform, restate, release, or modify the contract or  
6 another contract made by or on behalf of the principal.

7 3. Execute, acknowledge, seal, deliver, file,  
8 or record any instrument or communication the agent  
9 considers desirable to accomplish a purpose of a  
10 transaction, including but not limited to creating  
11 at any time a schedule listing some or all of the  
12 principal's property and attaching the instrument of  
13 communication to the power of attorney.

14 4. Initiate, participate in, submit to alternative  
15 dispute resolution, settle, oppose, or propose or  
16 accept a compromise with respect to a claim existing  
17 in favor of or against the principal or intervene in  
18 litigation relating to the claim.

19 5. Seek on the principal's behalf the assistance of  
20 a court or other governmental agency to carry out an  
21 act authorized in the power of attorney.

22 6. Engage, compensate, and discharge an attorney,  
23 accountant, discretionary investment manager, expert  
24 witness, or other advisor.

25 7. Prepare, execute, and file a record, report, or  
26 other document to safeguard or promote the principal's  
27 interest under a statute, rule, or regulation.

28 8. Communicate with any representative or employee  
29 of a government or governmental subdivision, agency, or  
30 instrumentality, on behalf of the principal.

31 9. Access communications intended for, and  
32 communicate on behalf of the principal, whether by  
33 mail, electronic transmission, telephone, or other  
34 means.

35 10. Do any lawful act with respect to the subject  
36 and all property related to the subject.

37 **Sec. 29. NEW SECTION. 633B.204 Real property.**

38 Unless the power of attorney otherwise provides and  
39 subject to section 633B.201, language in a power of  
40 attorney granting general authority with respect to  
41 real property authorizes the agent to do all of the  
42 following:

43 1. Demand, buy, lease, receive, accept as a gift or  
44 as security for an extension of credit, or otherwise  
45 acquire or reject an interest in real property or a  
46 right incident to real property.

47 2. Sell; exchange; convey with or without  
48 covenants, representations, or warranties; quitclaim;  
49 release; surrender; retain title for security;  
50 encumber; partition; consent to partitioning; be

1 subject to an easement or covenant; subdivide;  
2 apply for zoning or other governmental permits; plat  
3 or consent to platting; develop; grant an option  
4 concerning; lease; sublease; contribute to an entity in  
5 exchange for an interest in that entity; or otherwise  
6 grant or dispose of an interest in real property or a  
7 right incident to real property.

8 3. Pledge or mortgage an interest in real property  
9 or right incident to real property as security to  
10 borrow money or pay, renew, or extend the time of  
11 payment of a debt of the principal or a debt guaranteed  
12 by the principal.

13 4. Release, assign, satisfy, or enforce by  
14 litigation or otherwise, a mortgage, deed of trust,  
15 conditional sale contract, encumbrance, lien, or other  
16 claim to real property which exists or is asserted.

17 5. Manage or conserve an interest in real property  
18 or a right incident to real property owned or claimed  
19 to be owned by the principal, including but not limited  
20 to by doing all of the following:

21 a. Insuring against liability or casualty or other  
22 loss.

23 b. Obtaining or regaining possession of or  
24 protecting the interest or right by litigation or  
25 otherwise.

26 c. Paying, assessing, compromising, or contesting  
27 taxes or assessments or applying for and receiving  
28 refunds in connection with them.

29 d. Purchasing supplies, hiring assistance or labor,  
30 and making repairs or alterations to the real property.

31 6. Use, develop, alter, replace, remove, erect,  
32 or install structures or other improvements upon real  
33 property in or incident to which the principal has, or  
34 claims to have, an interest or right.

35 7. Participate in a reorganization with respect  
36 to real property or an entity that owns an interest  
37 in or a right incident to real property and receive,  
38 hold, and act with respect to stocks and bonds or  
39 other property received in a plan of reorganization,  
40 including by doing any of the following:

41 a. By selling or otherwise disposing of the stocks,  
42 bonds, or other property.

43 b. By exercising or selling an option, right of  
44 conversion, or similar right.

45 c. By exercising any voting rights in person or by  
46 proxy.

47 8. Change the form of title of an interest in or  
48 right incident to real property.

49 9. Dedicate to public use, with or without  
50 consideration, easements or other real property

1 in which the principal has, or claims to have, an  
2 interest.

3 Sec. 30. NEW SECTION. 633B.205 **Tangible personal**  
4 **property.**

5 Unless the power of attorney otherwise provides and  
6 subject to section 633B.201, language in a power of  
7 attorney granting general authority with respect to  
8 tangible personal property authorizes the agent to do  
9 all of the following:

10 1. Demand, buy, receive, accept as a gift or as  
11 security for an extension of credit, or otherwise  
12 acquire or reject ownership or possession of tangible  
13 personal property or an interest in tangible personal  
14 property.

15 2. Sell; exchange; convey with or without  
16 covenants, representations, or warranties; quitclaim;  
17 release; surrender; create a security interest  
18 in; grant options concerning; lease; sublease; or,  
19 otherwise dispose of tangible personal property or an  
20 interest in tangible personal property.

21 3. Grant a security interest in tangible personal  
22 property or an interest in tangible personal property  
23 as security to borrow money or pay, renew, or extend  
24 the time of payment of a debt of the principal or a  
25 debt guaranteed by the principal.

26 4. Release, assign, satisfy, or enforce by  
27 litigation or otherwise, a security interest, lien, or  
28 other claim on behalf of the principal, with respect to  
29 tangible personal property or an interest in tangible  
30 personal property.

31 5. Manage or conserve tangible personal property or  
32 an interest in tangible personal property on behalf of  
33 the principal, including by doing all of the following:

34 a. Insuring against liability or casualty or other  
35 loss.

36 b. Obtaining or regaining possession of or  
37 protecting the property or interest, by litigation or  
38 otherwise.

39 c. Paying, assessing, compromising, or contesting  
40 taxes or assessments or applying for and receiving  
41 refunds in connection with taxes or assessments.

42 d. Moving the property from place to place.

43 e. Storing the property for hire or on a gratuitous  
44 bailment.

45 f. Using and making repairs, alterations, or  
46 improvements to the property.

47 6. Change the form of title of an interest in  
48 tangible personal property.

49 Sec. 31. NEW SECTION. 633B.206 **Stocks and bonds.**

50 Unless the power of attorney otherwise provides and

1 subject to section 633B.201, language in a power of  
2 attorney granting general authority with respect to  
3 stocks and bonds authorizes the agent to do all of the  
4 following:

- 5 1. Buy, sell, and exchange stocks and bonds.
- 6 2. Establish, continue, modify, or terminate an  
7 account with respect to stocks and bonds.
- 8 3. Pledge stocks and bonds as security to borrow,  
9 pay, renew, or extend the time of payment of a debt of  
10 the principal.
- 11 4. Receive certificates and other evidence of  
12 ownership with respect to stocks and bonds.
- 13 5. Exercise voting rights with respect to stocks  
14 and bonds in person or by proxy, enter into voting  
15 trusts, and consent to limitations on the right to  
16 vote.

17 **Sec. 32. NEW SECTION. 633B.207 Commodities and**  
18 **options.**

19 Unless the power of attorney otherwise provides and  
20 subject to section 633B.201, language in a power of  
21 attorney granting general authority with respect to  
22 commodities and options authorizes the agent to do all  
23 of the following:

- 24 1. Buy, sell, exchange, assign, settle, and  
25 exercise commodity futures contracts and call or  
26 put options on stocks or stock indexes traded on a  
27 regulated option exchange.
- 28 2. Establish, continue, modify, and terminate  
29 option accounts.

30 **Sec. 33. NEW SECTION. 633B.208 Banks and other**  
31 **financial institutions.**

32 Unless the power of attorney otherwise provides and  
33 subject to section 633B.201, language in a power of  
34 attorney granting general authority with respect to  
35 banks and other financial institutions authorizes the  
36 agent to do all of the following:

- 37 1. Continue, modify, and terminate an account or  
38 other banking arrangement made by or on behalf of the  
39 principal.
- 40 2. Establish, modify, and terminate an account or  
41 other banking arrangement with a bank, trust company,  
42 savings and loan association, credit union, thrift  
43 company, brokerage firm, or other financial institution  
44 selected by the agent.
- 45 3. Contract for services available from a financial  
46 institution, including but not limited to renting a  
47 safe deposit box or space in a vault.
- 48 4. Withdraw, by check, order, electronic funds  
49 transfer, or otherwise, money or property of the  
50 principal deposited with or left in the custody of a

1 financial institution.

2 5. Receive statements of account, vouchers,  
3 notices, and similar documents from a financial  
4 institution and act with respect to them.

5 6. Enter a safe deposit box or vault and withdraw  
6 or add to the contents.

7 7. Borrow money and pledge as security personal  
8 property of the principal necessary to borrow money or  
9 pay, renew, or extend the time of payment of a debt of  
10 the principal or a debt guaranteed by the principal.

11 8. Make, assign, draw, endorse, discount,  
12 guarantee, and negotiate promissory notes, checks,  
13 drafts, and other negotiable or nonnegotiable paper  
14 of the principal or payable to the principal or the  
15 principal's order, transfer money, receive the cash  
16 or other proceeds of those transactions, and accept a  
17 draft drawn by a person upon the principal and pay the  
18 promissory note, check, draft, or other negotiable or  
19 nonnegotiable paper when due.

20 9. Receive for the principal and act upon a sight  
21 draft, warehouse receipt, or other document of title  
22 whether tangible or electronic, or any other negotiable  
23 or nonnegotiable instrument.

24 10. Apply for, receive, and use letters of credit,  
25 credit and debit cards, electronic transaction  
26 authorizations, and traveler's checks from a financial  
27 institution and give an indemnity or other agreement in  
28 connection with letters of credit.

29 11. Consent to an extension of the time of payment  
30 with respect to commercial paper or a financial  
31 transaction with a financial institution.

32 **Sec. 34. NEW SECTION. 633B.209 Operation of entity**  
33 **or business.**

34 Subject to the terms of a document or an agreement  
35 governing an entity or business or an entity or  
36 business ownership interest, and subject to section  
37 633B.201, and unless the power of attorney otherwise  
38 provides, language in a power of attorney granting  
39 general authority with respect to operation of an  
40 entity or business authorizes the agent to do all of  
41 the following:

42 1. Operate, buy, sell, enlarge, reduce, or  
43 terminate an ownership interest.

44 2. Perform a duty or discharge a liability and  
45 exercise in person or by proxy a right, power,  
46 privilege, or option that the principal has, may have,  
47 or claims to have.

48 3. Enforce the terms of an ownership agreement.

49 4. Initiate, participate in, submit to alternative  
50 dispute resolution, settle, oppose, or propose or

1 accept a compromise with respect to litigation to  
2 which the principal is a party because of an ownership  
3 interest.

4 5. Exercise in person or by proxy or enforce by  
5 litigation or otherwise, a right, power, privilege,  
6 or option the principal has or claims to have as the  
7 holder of stocks and bonds.

8 6. Initiate, participate in, submit to alternative  
9 dispute resolution, settle, oppose, or propose or  
10 accept a compromise with respect to litigation to which  
11 the principal is a party concerning stocks and bonds.

12 7. Do all of the following with respect to an  
13 entity or business owned solely by the principal:

14 a. Continue, modify, renegotiate, extend, and  
15 terminate a contract made by or on behalf of the  
16 principal with respect to the entity or business before  
17 execution of the power of attorney.

18 b. Determine all of the following:

19 (1) The location of the entity or business  
20 operation.

21 (2) The nature and extent of the entity or  
22 business.

23 (3) The methods of manufacturing, selling,  
24 merchandising, financing, accounting, and advertising  
25 employed in the operation of the entity or business.

26 (4) The amount and types of insurance carried by  
27 the entity or business.

28 (5) The mode of engaging, compensating, and dealing  
29 with the employees, accountants, attorneys, or other  
30 advisors of the entity or business.

31 c. Change the name or form of organization under  
32 which the entity or business is operated and enter into  
33 an ownership agreement with other persons to take over  
34 all or part of the operation of the entity or business.

35 d. Demand and receive money due or claimed by the  
36 principal or on the principal's behalf in the operation  
37 of the entity or business and control and disburse the  
38 money in the operation of the entity or business.

39 8. Inject needed capital into an entity or business  
40 in which the principal has an interest.

41 9. Join in a plan of reorganization, consolidation,  
42 conversion, domestication, or merger of the entity or  
43 business.

44 10. Sell or liquidate all or part of the entity or  
45 business.

46 11. Establish the value of an entity or business  
47 under a buyout agreement to which the principal is a  
48 party.

49 12. Prepare, sign, file, and deliver reports,  
50 compilations of information, returns, or other papers

1 with respect to an entity or business and make related  
2 payments.

3 13. Pay, compromise, or contest taxes, assessments,  
4 fines, or penalties and perform any other act to  
5 protect the principal from illegal or unnecessary  
6 taxation, assessments, fines, or penalties with respect  
7 to an entity or business, including but not limited to  
8 attempts to recover, in any manner permitted by law,  
9 money paid before or after the execution of the power  
10 of attorney.

11 Sec. 35. NEW SECTION. 633B.210 Insurance and  
12 annuities.

13 Unless the power of attorney otherwise provides and  
14 subject to section 633B.201, language in a power of  
15 attorney granting general authority with respect to  
16 insurance and annuities authorizes the agent to do all  
17 of the following:

18 1. Continue, pay the premium or make a contribution  
19 on, modify, exchange, rescind, release, or terminate  
20 a contract procured by or on behalf of the principal  
21 which insures or provides an annuity to either  
22 the principal or another person whether or not the  
23 principal is a beneficiary under the contract.

24 2. Procure new, different, and additional contracts  
25 of insurance and annuities for the principal and the  
26 principal's spouse, children, and other dependents, and  
27 select the amount, type of insurance or annuity, and  
28 mode of payment.

29 3. Pay the premium or make a contribution on,  
30 modify, exchange, rescind, release, or terminate a  
31 contract of insurance or annuity procured by the agent.

32 4. Apply for and receive a loan secured by a  
33 contract of insurance or annuity.

34 5. Surrender and receive the cash surrender value  
35 on a contract of insurance or annuity.

36 6. Exercise an election.

37 7. Exercise investment powers available under a  
38 contract of insurance or annuity.

39 8. Change the manner of paying premiums on a  
40 contract of insurance or annuity.

41 9. Change or convert the type of insurance or  
42 annuity with respect to which the principal has or  
43 claims to have authority described in this section.

44 10. Apply for and procure a benefit or assistance  
45 under a statute, rule, or regulation to guarantee or  
46 pay premiums of a contract of insurance on the life of  
47 the principal.

48 11. Collect, sell, assign, hypothecate, borrow  
49 against, or pledge the interest of the principal in a  
50 contract of insurance or annuity.

1 12. Select the form and timing of the payment of  
2 proceeds from a contract of insurance or annuity.

3 13. Pay, from proceeds or otherwise, compromise  
4 or contest, and apply for refunds in connection with  
5 a tax or assessment levied by a taxing authority with  
6 respect to a contract of insurance or annuity or its  
7 proceeds or liability accruing by reason of the tax or  
8 assessment.

9 Sec. 36. NEW SECTION. 633B.211 Estates, trusts,  
10 and other beneficial interests.

11 1. In this section, "*estate, trust, or other*  
12 *beneficial interest*" means a trust, probate  
13 estate, guardianship, conservatorship, escrow, or  
14 custodianship, or a fund from which the principal is,  
15 may become, or claims to be, entitled to a share or  
16 payment.

17 2. Unless the power of attorney otherwise provides,  
18 language in a power of attorney granting general  
19 authority with respect to estates, trusts, and other  
20 beneficial interests authorizes the agent to do all of  
21 the following:

22 a. Accept, receive, provide a receipt for, sell,  
23 assign, pledge, or exchange a share in or payment from  
24 an estate, trust, or other beneficial interest.

25 b. Demand or obtain money or another thing of value  
26 to which the principal is, may become, or claims to  
27 be, entitled by reason of an estate, trust, or other  
28 beneficial interest, by litigation or otherwise.

29 c. Exercise for the benefit of the principal a  
30 presently exercisable general power of appointment held  
31 by the principal.

32 d. Initiate, participate in, submit to alternative  
33 dispute resolution, settle, oppose, or propose or  
34 accept a compromise with respect to litigation to  
35 ascertain the meaning, validity, or effect of a deed,  
36 will, declaration of trust, or other instrument or  
37 transaction affecting the interest of the principal.

38 e. Initiate, participate in, submit to alternative  
39 dispute resolution, settle, oppose, or propose or  
40 accept a compromise with respect to litigation to  
41 remove, substitute, or surcharge a fiduciary.

42 f. Conserve, invest, disburse, or use any assets  
43 received for an authorized purpose.

44 g. Transfer an interest of the principal in real  
45 property, stocks and bonds, accounts with financial  
46 institutions or securities intermediaries, insurance,  
47 annuities, and other property to the trustee of a  
48 revocable trust created by the principal as settlor.

49 h. Reject, renounce, disclaim, release, or consent  
50 to a reduction in or modification of a share in or

1 payment from an estate, trust, or other beneficial  
2 interest.

3 Sec. 37. NEW SECTION. 633B.212 Claims and  
4 litigation.

5 Unless the power of attorney otherwise provides and  
6 subject to section 633B.201, language in a power of  
7 attorney granting general authority with respect to  
8 claims and litigation authorizes the agent to do all  
9 of the following:

- 10 1. Assert and maintain before a court or  
11 administrative agency a claim, claim for relief,  
12 cause of action, counterclaim, offset, recoupment,  
13 or defense, including but not limited to an action  
14 to recover property or other thing of value, recover  
15 damages sustained by the principal, eliminate or  
16 modify tax liability, or seek an injunction, specific  
17 performance, or other relief.
- 18 2. Bring an action to determine adverse claims or  
19 intervene or otherwise participate in litigation.
- 20 3. Seek an attachment, garnishment, or other  
21 preliminary, provisional, or intermediate relief and  
22 use an available procedure to effect or satisfy a  
23 judgment, order, or decree.
- 24 4. Make or accept a tender, offer of judgment, or  
25 admission of facts, submit a controversy on an agreed  
26 statement of facts, consent to examination, and bind  
27 the principal in litigation.
- 28 5. Submit to alternative dispute resolution, or  
29 settle, propose, or accept a compromise.
- 30 6. Waive the issuance and service of process upon  
31 the principal, accept service of process, appear for  
32 the principal, designate persons upon which process  
33 directed to the principal may be served, execute and  
34 file or deliver stipulations on the principal's behalf,  
35 verify pleadings, seek appellate review, procure and  
36 give surety and indemnity bonds, contract and pay for  
37 the preparation and printing of records and briefs,  
38 receive, execute, and file or deliver a consent,  
39 waiver, release, confession of judgment, satisfaction  
40 of judgment, notice, agreement, or other instrument in  
41 connection with the prosecution, settlement, or defense  
42 of a claim or litigation.
- 43 7. Act for the principal with respect to bankruptcy  
44 or insolvency, whether voluntary or involuntary,  
45 concerning the principal or some other person, or  
46 with respect to a reorganization, receivership, or  
47 application for the appointment of a receiver or  
48 trustee which affects an interest of the principal in  
49 property or other thing of value.
- 50 8. Pay a judgment, award, or order against the

1 principal or a settlement made in connection with a  
2 claim or litigation.

3 9. Receive money or other thing of value paid in  
4 settlement of or as proceeds of a claim or litigation.

5 Sec. 38. NEW SECTION. 633B.213 Personal and family  
6 maintenance.

7 1. Unless the power of attorney otherwise provides  
8 and subject to subsection 633B.201, language in a power  
9 of attorney granting general authority with respect to  
10 personal and family maintenance authorizes the agent  
11 to do all of the following:

12 a. Perform the acts necessary to maintain the  
13 customary standard of living of the principal, the  
14 principal's spouse, and the following individuals,  
15 whether living when the power of attorney is executed  
16 or later born:

17 (1) The principal's minor children.

18 (2) The principal's adult children who are pursuing  
19 a postsecondary school education and are under the age  
20 of twenty-five.

21 (3) The principal's parents or the parents of the  
22 principal's spouse, if the principal had established a  
23 pattern of such payments.

24 (4) Any other individuals legally entitled to be  
25 supported by the principal.

26 b. Make periodic payments of child support and  
27 other family maintenance required by a court or  
28 governmental agency or an agreement to which the  
29 principal is a party.

30 c. Provide living quarters for the individuals  
31 described in paragraph "a" by any of the following:

32 (1) Purchase, lease, or other contract.

33 (2) Paying the operating costs, including but not  
34 limited to interest, amortization payments, repairs,  
35 improvements, and taxes, for premises owned by the  
36 principal or occupied by those individuals.

37 d. Provide funds for shelter, clothing, food,  
38 appropriate education, including postsecondary and  
39 vocational education, and other current living costs  
40 for the individuals described in paragraph "a" to  
41 enable those individuals to maintain their customary  
42 standard of living.

43 e. Pay expenses for necessary health care and  
44 custodial care on behalf of the individuals described  
45 in paragraph "a".

46 f. Act as the principal's personal representative  
47 pursuant to the federal Health Insurance Portability  
48 and Accountability Act of 1996, Pub. L. No. 104-191,  
49 including amendments thereto and regulations  
50 promulgated thereunder, in making decisions related to

1 past, present, or future payments for the provision of  
2 health care consented to by the principal or anyone  
3 authorized under the law of this state to consent to  
4 health care on behalf of the principal.

5 *g.* Continue any provision made by the principal for  
6 automobiles or other means of transportation, including  
7 registering, licensing, insuring, and replacing them,  
8 for the individuals described in paragraph "a".

9 *h.* Maintain credit and debit accounts for the  
10 convenience of the individuals described in paragraph  
11 "a" and open new accounts.

12 *i.* Continue payments or contributions incidental  
13 to the membership or affiliation of the principal in a  
14 religious institution, club, society, order, or other  
15 organization.

16 2. Authority with respect to personal and family  
17 maintenance is neither dependent upon, nor limited  
18 by, authority that an agent may or may not have with  
19 respect to gifts under this chapter.

20 Sec. 39. NEW SECTION. 633B.214 **Benefits from**  
21 **governmental programs or civil or military service.**

22 1. In this section, "*benefits from governmental*  
23 *programs or civil or military service*" means any  
24 benefit, program, or assistance provided under a  
25 statute, rule, or regulation relating to but not  
26 limited to social security, Medicare, or Medicaid.

27 2. Unless the power of attorney otherwise provides,  
28 language in a power of attorney granting general  
29 authority with respect to benefits from governmental  
30 programs or civil or military service authorizes the  
31 agent to do all of the following:

32 *a.* Execute vouchers in the name of the principal  
33 for allowances and reimbursements payable by the United  
34 States, a foreign government, or a state or subdivision  
35 of a state to the principal, including but not limited  
36 to allowances and reimbursements for transportation  
37 of the individuals described in section 633B.213,  
38 subsection 1, paragraph "a", and for shipment of the  
39 household effects of such individuals.

40 *b.* Take possession and order the removal and  
41 shipment of property of the principal from a post,  
42 warehouse, depot, dock, or other place of storage  
43 or safekeeping, either governmental or private, and  
44 execute and deliver a release, voucher, receipt, bill  
45 of lading, shipping ticket, certificate, or other  
46 instrument for that purpose.

47 *c.* Enroll in, apply for, select, reject, change,  
48 amend, or discontinue, on the principal's behalf, a  
49 benefit or program.

50 *d.* Prepare, file, and maintain a claim of the

1 principal for a benefit or assistance, financial or  
2 otherwise, to which the principal may be entitled under  
3 a statute, rule, or regulation.

4 e. Initiate, participate in, submit to alternative  
5 dispute resolution, settle, oppose, or propose  
6 or accept a compromise with respect to litigation  
7 concerning any benefit or assistance the principal  
8 may be entitled to receive under a statute, rule, or  
9 regulation.

10 f. Receive the financial proceeds of a claim  
11 described in paragraph "d" and conserve, invest,  
12 disburse, or use for a lawful purpose anything so  
13 received.

14 Sec. 40. NEW SECTION. 633B.215 Retirement plans.

15 1. In this section, "retirement plan" means a plan  
16 or account created by an employer, the principal, or  
17 another individual to provide retirement benefits  
18 or deferred compensation in which the principal is  
19 a participant, beneficiary, or owner, including but  
20 not limited to a plan or account under the following  
21 sections of the Internal Revenue Code:

22 a. An individual retirement account in accordance  
23 with section 408.

24 b. A Roth individual retirement account established  
25 under section 408A.

26 c. A deemed individual retirement account under  
27 section 408(q).

28 d. An annuity or mutual fund custodial account  
29 under section 403(b).

30 e. A pension, profit-sharing, stock bonus, or other  
31 retirement plan qualified under section 401(a).

32 f. An eligible deferred compensation plan under  
33 section 457(b).

34 g. A nonqualified deferred compensation plan under  
35 section 409A.

36 2. Unless the power of attorney otherwise provides,  
37 language in a power of attorney granting general  
38 authority with respect to retirement plans authorizes  
39 the agent to do all of the following:

40 a. Select the form and timing of payments under a  
41 retirement plan and withdraw benefits from a plan.

42 b. Make a rollover, including a direct  
43 trustee-to-trustee rollover of benefits from one  
44 retirement plan to another.

45 c. Establish a retirement plan in the principal's  
46 name.

47 d. Make contributions to a retirement plan.

48 e. Exercise investment powers available under a  
49 retirement plan.

50 f. Borrow from, sell assets to, or purchase assets

1 from a retirement plan.

2 Sec. 41. NEW SECTION. 633B.216 Taxes.

3 Unless the power of attorney otherwise provides,  
4 language in a power of attorney granting general  
5 authority with respect to taxes authorizes the agent  
6 to do all of the following:

7 1. Prepare, sign, and file federal, state, local,  
8 and foreign income, gift, payroll, property, Federal  
9 Insurance Contributions Act returns and other tax  
10 returns, claims for refunds, requests for extension  
11 of time, petitions regarding tax matters, and any  
12 other tax-related documents, including receipts,  
13 offers, waivers, consents, including but not limited  
14 to consents and agreements under section 2032A of the  
15 Internal Revenue Code, closing agreements, and any  
16 power of attorney required by the Internal Revenue  
17 Service or other taxing authority with respect to a tax  
18 year upon which the statute of limitations has not run.

19 2. Pay taxes due, collect refunds, post bonds,  
20 receive confidential information, and contest  
21 deficiencies determined by the Internal Revenue Service  
22 or other taxing authority.

23 3. Exercise any election available to the principal  
24 under federal, state, local, or foreign tax law.

25 4. Act for the principal in all tax matters for  
26 all periods before the Internal Revenue Service or any  
27 other taxing authority.

28 Sec. 42. NEW SECTION. 633B.217 Gifts.

29 1. In this section, a gift "*for the benefit of*" a  
30 person includes a gift to a trust, an account under  
31 a uniform transfers to minors Act, and a qualified  
32 state tuition program exempt from taxation pursuant to  
33 section 529 of the Internal Revenue Code.

34 2. Unless the power of attorney otherwise provides,  
35 language in a power of attorney granting general  
36 authority with respect to gifts authorizes the agent  
37 only to do all of the following:

38 a. Make a gift of any of the principal's property  
39 outright to, or for the benefit of, a person, including  
40 but not limited to by the exercise of a presently  
41 exercisable general power of appointment held by  
42 the principal, in an amount per donee not to exceed  
43 the annual dollar limits of the federal gift tax  
44 exclusion under section 2503(b) of the Internal Revenue  
45 Code without regard to whether the federal gift tax  
46 exclusion applies to the gift or if the principal's  
47 spouse agrees to consent to a split gift pursuant to  
48 section 2513 of the Internal Revenue Code in an amount  
49 per donee not to exceed twice the annual federal gift  
50 tax exclusion limit.

1     *b.* Consent to the splitting of a gift made by the  
2 principal's spouse pursuant to section 2513 of the  
3 Internal Revenue Code in an amount per donee not to  
4 exceed the aggregate annual gift tax exclusions for  
5 both spouses.

6     3. An agent may make a gift of the principal's  
7 property only as the agent determines is consistent  
8 with the principal's objectives if actually known by  
9 the agent and, if unknown, as the agent determines is  
10 consistent with the principal's best interest based on  
11 all relevant factors, including but not limited to all  
12 of the following:

13     *a.* The value and nature of the principal's  
14 property.

15     *b.* The principal's foreseeable obligations and need  
16 for maintenance.

17     *c.* The minimization of taxes, including but  
18 not limited to income, estate, inheritance,  
19 generation-skipping transfer, and gift taxes.

20     *d.* Eligibility for a benefit, a program, or  
21 assistance under a statute, rule, or regulation.

22     *e.* The principal's personal history of making or  
23 joining in making gifts.

24     Sec. 43. NEW SECTION. 633B.301 Power of attorney  
25 — form.

26     A document substantially in the following form may  
27 be used to create a statutory power of attorney that  
28 has the meaning and effect prescribed by this chapter:

29             IOWA STATUTORY POWER OF ATTORNEY FORM

30     1. POWER OF ATTORNEY

31     This power of attorney authorizes another person  
32 (your agent) to make decisions concerning your property  
33 for you (the principal). Your agent will be able to  
34 make decisions and act with respect to your property  
35 (including but not limited to your money) whether or  
36 not you are able to act for yourself. The meaning  
37 of authority over subjects listed on this form is  
38 explained in the Iowa Uniform Power of Attorney Act,  
39 Iowa Code chapter 633B.

40     This power of attorney does not authorize the agent  
41 to make health care decisions for you.

42     You should select someone you trust to serve as your  
43 agent. Unless you specify otherwise, generally the  
44 agent's authority will continue until you die or revoke  
45 the power of attorney or the agent resigns or is unable  
46 to act for you.

47     Your agent is not entitled to compensation  
48 unless you state otherwise in the optional Special  
49 Instructions.

1 This form provides for designation of one agent. If  
2 you wish to name more than one agent, you may name a  
3 coagent in the optional Special Instructions. Coagents  
4 must act by majority rule unless you provide otherwise  
5 in the optional Special Instructions.

6 If your agent is unable or unwilling to act for you,  
7 your power of attorney will end unless you have named a  
8 successor agent. You may also name a second successor  
9 agent.

10 This power of attorney becomes effective immediately  
11 upon signature and acknowledgment unless you state  
12 otherwise in the optional Special Instructions.

13 If you have questions about this power of attorney  
14 or the authority you are granting to your agent, you  
15 should seek legal advice before signing this form.

16 DESIGNATION OF AGENT

17 I \_\_\_\_\_ (name of principal) name  
18 the following person as my agent:

19 Name of Agent

20 \_\_\_\_\_  
21 Agent's Address

22 \_\_\_\_\_  
23 Agent's Telephone Number

24 \_\_\_\_\_  
25 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

26 If my agent is unable or unwilling to act for me, I  
27 name as my successor agent:

28 Name of Successor Agent

29 \_\_\_\_\_  
30 Successor Agent's Address

31 \_\_\_\_\_  
32 Successor Agent's Telephone Number

33 \_\_\_\_\_  
34 If my successor agent is unable or unwilling to act  
35 for me, I name as my second successor agent:

36 Name of Second Successor Agent

37 \_\_\_\_\_  
38 Second Successor Agent's Address

39 \_\_\_\_\_  
40 Second Successor Agent's Telephone Number

41 \_\_\_\_\_  
42 GRANT OF GENERAL AUTHORITY

43 I grant my agent and any successor agent general  
44 authority to act for me with respect to the following  
45 subjects as defined in the Iowa Uniform Power of  
46 Attorney Act, Iowa Code chapter 633B:

47 (Initial each subject you want to include in the  
48 agent's general authority. If you wish to grant  
49 general authority over all of the subjects you may

1 initial "All Preceding Subjects" instead of initialing  
2 each subject.)

- 3     \_\_\_ Real Property
- 4     \_\_\_ Tangible Personal Property
- 5     \_\_\_ Stocks and Bonds
- 6     \_\_\_ Commodities and Options
- 7     \_\_\_ Banks and Other Financial Institutions
- 8     \_\_\_ Operation of Entity or Business
- 9     \_\_\_ Insurance and Annuities
- 10    \_\_\_ Estates, Trusts, and Other Beneficial Interests
- 11    \_\_\_ Claims and Litigation
- 12    \_\_\_ Personal and Family Maintenance
- 13    \_\_\_ Benefits from Governmental Programs or Civil or
- 14    Military Service
- 15    \_\_\_ Retirement Plans
- 16    \_\_\_ Taxes
- 17    \_\_\_ All Preceding Subjects

18           GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

19    My agent shall not do any of the following specific  
20 acts for me unless I have initialed the specific  
21 authority listed below:

22    (Caution: Granting any of the following will give  
23 your agent the authority to take actions that could  
24 significantly reduce your property or change how your  
25 property is distributed at your death. Initial only  
26 the specific authority you WANT to give your agent.)

27    \_\_\_ Amend, revoke, or terminate a revocable inter  
28 vivos trust, if authorized by the trust.

29    \_\_\_ Agree to the amendment or termination of any  
30 other inter vivos trust.

31    \_\_\_ Make a gift to an individual who is not an  
32 agent, subject to the limitations of the Iowa Uniform  
33 Power of Attorney Act, Iowa Code section 633B.217, and  
34 any special instructions in this power of attorney.

35    Make gifts, either direct or indirect, to my agent  
36 acting under this power of attorney as follows:

37    \_\_\_ Any such gift must be approved in writing by  
38 \_\_\_\_\_; or

39    \_\_\_ No third party approval is needed.

40    \_\_\_ Authorize another person to exercise the  
41 authority granted under this power of attorney.

42    \_\_\_ Waive the principal's right to be a beneficiary  
43 of a joint and survivor annuity, including a survivor  
44 benefit under a retirement plan.

45    \_\_\_ Exercise fiduciary powers that the principal has  
46 authority to delegate.

47    \_\_\_ Disclaim or refuse an interest in property,  
48 including a power of appointment.

49           LIMITATION ON AGENT'S AUTHORITY

1 An agent that is not my ancestor, spouse, or  
2 descendant shall not use my property to benefit the  
3 agent or a person to whom the agent owes an obligation  
4 of support unless I have included that authority in the  
5 optional Special Instructions.

6 SPECIAL INSTRUCTIONS (OPTIONAL)

7 You may give special instructions on the following  
8 lines:

9 \_\_\_\_\_  
10 \_\_\_\_\_  
11 \_\_\_\_\_  
12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_

20 \_\_\_\_\_ shall have the authority  
21 to request an accounting of any agent.

22 EFFECTIVE DATE

23 This power of attorney is effective immediately  
24 upon signature and acknowledgment unless I have stated  
25 otherwise in the optional Special Instructions.

26 NOMINATION OF CONSERVATOR AND GUARDIAN (OPTIONAL)

27 If it becomes necessary for a court to appoint a  
28 conservator of my estate or guardian of my person, I  
29 nominate the following person(s) for appointment:

30 Name of Nominee for Conservator of My Estate

31 \_\_\_\_\_  
32 Nominee's Address

33 \_\_\_\_\_  
34 Nominee's Telephone Number

35 \_\_\_\_\_  
36 Name of Nominee for Guardian of My Person

37 \_\_\_\_\_  
38 Nominee's Address

39 \_\_\_\_\_  
40 Nominee's Telephone Number

41 \_\_\_\_\_  
42 RELIANCE ON THIS POWER OF ATTORNEY

43 Any person, including my agent, may rely upon  
44 the validity of this power of attorney or a copy of  
45 it unless that person knows it has terminated or is  
46 invalid.

47 SIGNATURE AND ACKNOWLEDGMENT

48 \_\_\_\_\_  
49 Your Signature \_\_\_\_\_ Date \_\_\_\_\_  
50 \_\_\_\_\_

1 Your Name Printed  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 Your Address  
5 \_\_\_\_\_  
6 Your Telephone Number  
7 State of \_\_\_\_\_  
8 County of \_\_\_\_\_  
9 This document was acknowledged before me on  
10 \_\_\_\_\_ (date), by \_\_\_\_\_  
11 (name of principal)  
12 \_\_\_\_\_ (Seal, if  
13 any)  
14 Signature of Notary  
15 My commission expires \_\_\_\_\_  
16 This document prepared by  
17 \_\_\_\_\_  
18 \_\_\_\_\_

19 2. IMPORTANT INFORMATION FOR AGENT  
20 AGENT'S DUTIES

21 When you accept the authority granted under this  
22 power of attorney, a special legal relationship  
23 is created between the principal and you. This  
24 relationship imposes upon you legal duties that  
25 continue until you resign or the power of attorney  
26 is terminated or revoked. You must do all of the  
27 following:

28 Do what you know the principal reasonably expects  
29 you to do with the principal's property or, if you  
30 do not know the principal's expectations, act in the  
31 principal's best interest.

32 Act in good faith.

33 Do nothing beyond the authority granted in this  
34 power of attorney.

35 Disclose your identity as an agent whenever you act  
36 for the principal by writing or printing the name of  
37 the principal and signing your own name as agent in the  
38 following manner:

39 \_\_\_\_\_ (principal's name) by  
40 \_\_\_\_\_ (your signature) as Agent

41 Unless the Special Instructions in this power of  
42 attorney state otherwise, you must also do all of the  
43 following:

44 Act loyally for the principal's benefit.

45 Avoid conflicts that would impair your ability to  
46 act in the principal's best interest.

47 Act with care, competence, and diligence.

48 Keep a record of all receipts, disbursements, and  
49 transactions made on behalf of the principal.

1 Cooperate with any person that has authority to make  
2 health care decisions for the principal to do what you  
3 know the principal reasonably expects or, if you do  
4 not know the principal's expectations, to act in the  
5 principal's best interest.

6 Attempt to preserve the principal's estate plan if  
7 you know the plan and preserving the plan is consistent  
8 with the principal's best interest.

9 **TERMINATION OF AGENT'S AUTHORITY**

10 You must stop acting on behalf of the principal  
11 if you learn of any event that terminates this power  
12 of attorney or your authority under this power of  
13 attorney. Events that terminate a power of attorney or  
14 your authority to act under a power of attorney include  
15 any of the following:

16 Death of the principal.

17 The principal's revocation of the power of attorney  
18 or your authority.

19 The occurrence of a termination event stated in the  
20 power of attorney.

21 The purpose of the power of attorney is fully  
22 accomplished.

23 If you are married to the principal, a legal action  
24 is filed with a court to end your marriage, or for your  
25 legal separation, unless the Special Instructions in  
26 this power of attorney state that such an action will  
27 not terminate your authority.

28 **LIABILITY OF AGENT**

29 The meaning of the authority granted to you is  
30 defined in the Iowa Uniform Power of Attorney Act, Iowa  
31 Code chapter 633B. If you violate the Iowa Uniform  
32 Power of Attorney Act, Iowa Code chapter 633B, or act  
33 outside the authority granted, you may be liable for  
34 any damages caused by your violation.

35 If there is anything about this document or your  
36 duties that you do not understand, you should seek  
37 legal advice.

38 **Sec. 44. NEW SECTION. 633B.302 Agent's**  
39 **certification — optional form.**

40 The following optional form may be used by an agent  
41 to certify facts concerning a power of attorney:

42 **IOWA STATUTORY POWER OF ATTORNEY AGENT'S CERTIFICATION**  
43 **FORM**

44 **AGENT'S CERTIFICATION OF VALIDITY OF POWER OF ATTORNEY**  
45 **AND AGENT'S AUTHORITY**

46 State of \_\_\_\_\_

47 County of \_\_\_\_\_

48 I, \_\_\_\_\_ (name of

49 agent), certify under penalty of perjury that

50 \_\_\_\_\_ (name of principal)

1 granted me authority as an agent or successor agent in  
2 a power of attorney dated \_\_\_\_\_.

3 I further certify all of the following to my  
4 knowledge:

5 The principal is alive and has not revoked the power  
6 of attorney or the Power of Attorney and my authority  
7 to act under the Power of Attorney have not terminated.

8 If the power of attorney was drafted to become  
9 effective upon the happening of an event or  
10 contingency, the event or contingency has occurred.

11 If I was named as a successor agent, the prior agent  
12 is no longer able or willing to serve.

13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_.

(Insert other relevant statements)

17 SIGNATURE AND ACKNOWLEDGMENT

18 \_\_\_\_\_  
19 Agent's Signature \_\_\_\_\_ Date

20 \_\_\_\_\_  
21 Agent's Name Printed

22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 Agent's Address

25 \_\_\_\_\_  
26 Agent's Telephone Number

27 This document was acknowledged before me on  
28 \_\_\_\_\_ (date), by \_\_\_\_\_

29 (name of agent) \_\_\_\_\_  
30 \_\_\_\_\_ (Seal, if

31 any)  
32 Signature of Notary

33 My commission expires \_\_\_\_\_  
34 This document prepared by

35 \_\_\_\_\_  
36 \_\_\_\_\_

37 **Sec. 45. NEW SECTION. 633B.401 Uniformity of**  
38 **application and construction.**

39 In applying and construing this chapter,  
40 consideration shall be given to the need to promote  
41 uniformity of the law with respect to the subject  
42 matter of this chapter among states that enact the  
43 uniform power of attorney Act.

44 **Sec. 46. NEW SECTION. 633B.402 Relation to**  
45 **Electronic Signatures in Global and National Commerce**  
46 **Act.**

47 This chapter modifies, limits, and supersedes the  
48 federal Electronic Signatures in Global and National  
49 Commerce Act, 15 U.S.C. §7001 et seq., but does not  
50 modify, limit, or supersede section 101(c) of that Act,

1 15 U.S.C. §7001(c), or authorize electronic delivery of  
2 any of the notices described in section 103(b) of that  
3 Act, 15 U.S.C. §7003(b).

4 Sec. 47. NEW SECTION. 633B.403 Effect on existing  
5 powers of attorney.

6 Except as otherwise provided in this chapter:

7 1. This chapter applies to a power of attorney  
8 created before, on, or after July 1, 2014.

9 2. This chapter applies to all judicial proceedings  
10 concerning a power of attorney commenced on or after  
11 July 1, 2014.

12 3. This chapter applies to all judicial proceedings  
13 concerning a power of attorney commenced before July  
14 1, 2014, including but not limited to proceedings  
15 pursuant to section 633B.116, unless the court finds  
16 that application of a provision of this chapter would  
17 substantially interfere with the effective conduct of  
18 the proceedings or the rights of the parties or other  
19 interested persons. In that case, the provision does  
20 not apply and the court shall apply prior law.

21 4. An act completed before July 1, 2014, shall not  
22 be affected by this chapter.

23 Sec. 48. REPEAL. Sections 633B.1 and 633B.2, Code  
24 2014, are repealed.>

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BALTIMORE of Boone